

## Request for Proposals No. 1 of 2022

Issuing Agency: The Town of Niles

Request Issued: May 20, 2022

Proposals Due: July 12, 2022

### Description of Request:

By this Request for Proposals (“RFP”), the Town of Niles (the “Town”) seeks sealed written proposals and bids from qualified and experienced bidders for the replacement of roofing of the building located at 5923 New Hope Road, Moravia, New York 13118 (also known as the Town Hall).

A more detailed description of the scope of services requested is attached.

### Submission Instructions:

All proposals, including the required Bid Guarantee, Non-Collusive Bid Certification (attached hereto as Exhibit A), Iranian Energy Sector Divestment Certification (attached hereto as Exhibit B), and Statement of Surety’s Intent (attached hereto as Exhibit C), must be in written form and received at the office of the Town Clerk located at 5923 New Hope Road, Moravia, NY 13118, no later than the due date listed above.

Proposals may be submitted by:

- First Class Mail (postmarked no later than July 8, 2022)
- Email: [clerk@townofnilesny.gov](mailto:clerk@townofnilesny.gov)
- Hand Delivery to the office of the Town Clerk

### Contact Person:

Any questions related to responding to this RFP may be directed to Clancy Edmonds, Councilman (Telephone No.: 315-497-0066).

## TOWN OF NILES

Specifications for Replacement of Roofing of the Building Located at

5923 New Hope Road

(Tax Map ID No. 167.00-2-15.113)

Niles, New York 13118

- I. **General.** The structure to be repaired is a single story building located at 5923 New Hope Road (also known as the Town Hall) (the “Property”).

II. **Qualifications and Requirements.**

Each respondent must demonstrate the following, at a minimum:

- A. **Capacity.** Bidder must describe its capacity to complete the repairs by:
- a. Proposing a safe and efficient plan of completing the repairs in a timely manner, including an estimate schedule date of completion for the Property (the “Plan”);
  - b. Describing its access to the necessary labor force, equipment, and facilities to complete the Plan; and
  - c. Describing its experience, requisite certifications, and credentials and/or qualifications to oversee and complete the Plan.
- B. **Insurance.** Bidder must carry the following insurance and provide proof of the same with its Bid:
- a. Commercial General Liability (“CGL”) with limits not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate per project; \$2,000,000 aggregate for products and completed operations; \$1,000,000 for personal and advertising injury. In the event the CGL policy contains a General Aggregate Limit, such limit shall apply separately to each property. CGL coverage shall be written on ISO occurrence form GC 00 01(1093) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent subcontractors, products-completed operations, and personal and advertising injury.
  - b. Business or Commercial Automobile Liability with limits of at least \$1,000,000 single limit per accident. Such coverage must include coverage for liability arising out of all owned, leased, hired, and non- Bidder owned automobiles.
  - c. Commercial Liability Umbrella or Excess with limits of at least \$1,000,000.

- d. Workers' Compensation and Employers Liability with the greater of: (i) limits of \$100,000 per accident; \$100,000 per employee for injury by disease; and \$500,000 aggregate for injury by disease, or (ii) statutory limits as required by law.

In the event Bidder is awarded the contract to perform the Work (as defined below) (the "Contract"), prior to commencing the Work, Bidder shall furnish the Town with copies of policies, certificates of insurance, or other proof satisfactorily evidencing the insurance coverage as herein required, together with all exclusions and endorsements and shall provide an endorsement that the Town will be given advance written notice of cancellation or any material change in coverage. The foregoing insurance policies shall be at Bidder's or Bidder's subcontractors' sole cost and expense and shall name the Town as an additional insured. Coverage as additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured and there shall be no New York Labor Law exclusions.

C. Indemnification. To the fullest extent permitted by law, Bidder shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, damages, penalties, costs, and any other amounts which may arise from Bidder's or its agents, employees, or subcontractors' performing the repairs referenced in Section I, above (the "Work").

D. Other Requirements.

- a. Bidder shall be required to deposit with its Bid, a certified check, bid bond, or cash for \$1,000 (the "Bid Guarantee"). The Bid Guarantee will be returned to the Bidder upon execution of the Contract. The Bid Guarantee will be returned to the unsuccessful bidders within ten (10) days from the award of the Contract.
- b. In the event Bidder is awarded the Bid, prior to commencing the Work, Bidder shall furnish the Town with a Performance Bond in an amount equal to 25% of the Bid.
- c. Bidder shall comply and shall cause its subcontractors to comply with all applicable laws, ordinances, rules, and regulations imposed by applicable authorities including, by way of example, but not limitation, obtaining any necessary permits and complying with prevailing wage laws.
- d. Bidder shall have certified payroll, a fall safety plan, and its workers shall have completed 10-hour OSHA training.
- e. Bidder shall comply with all applicable state and federal regulations governing the Contract.

- f. Bidder shall be responsible for confirming and verifying with the applicable regulatory authorities that all utilities and power are disconnected before commencing the Work, if necessary.
- g. Bidder is required to satisfy itself, by personal examination of the Property, as to the Work involved and the difficulties that may be encountered in the performance of the Work. Bidder will not be excused for any failure or omission by Bidder to fulfill every aspect of the requirements, specifications, etc. detailed herein nor will the same be accepted as a basis for any claim for compensation in addition to the amount quoted by Bidder in the Bid.
- h. The Town expressly reserves the right at any time herein to change the requirements or specifications of this Bid and the repairs requested hereunder. The Town further reserves the right to reject all Bids received and re-bid the Work or, at its sole discretion, to not award the Contract to any bidder following receipt of any and all Bids received. In no event shall the Town be liable to any bidders for any costs incurred in submitting a response to this Bid Notice. This Bid Notice creates no legal obligations on the part of the Town.
- i. Bidder shall commence the Work within thirty (30) days of execution of the Contract. The Work shall be performed in a workmanlike manner and in conformity with generally accepted standards and practices.
- j. Bidder will be paid upon completion of the Work for the actual value of the Contract within thirty (30) business days after the Town conducts its final inspection of the Property with the same being satisfactory to the Town.
- k. The Bid and any Contract are not assignable or transferrable in any manner and may not be pledged or encumbered without the express written permission of the Town.

### **III. Specifications.**

- a. Bidder shall repair the structure specified above as follows:
  - i. Remove existing shingles on roof deck and place in dumpster provided by Bidder;
  - ii. Check roof deck for bad sheets;
  - iii. Re-nail any loose sheets (8" on face 6" on edge);
  - iv. Replace sheets with ½" cdx plywood cost per sq. foot;
  - v. Install 3' in the valleys and also 18" on the gable ends;

- vi. Install an ice and water product (CertainTeed Winterguard) on the first 3' of roof deck;
  - vii. Remainder of the roof deck covered with a synthetic underlayment (CertainTeed Diamond Deck);
  - viii. Install metal drip edges along eaves and gables;
  - ix. Install CertainTeed Architectural shingles (50 year) LandMark Pro rated Class A fire resistant shingles;
  - x. Shingle over ridge vents will be installed on roof peaks for venting with new vent pipe flashings applied;
  - xi. Color will be chosen by the Town of Niles;
  - xii. Optional roofing material: Instead of fiberglass shingles metal roofing will be quoted also;
  - xiii. Metal roofing will be installed: This includes the ice and water applied and synthetic underlayment;
  - xiv. Roofing will be screwed down with quotes provided for (a) 3' Panel-Loc Plus 26 Ga. (screws exposed) including sealing tape on the lap ridge and (b) 16" Horizon-Loc 26Ga (screws are hidden);
  - xv. Color will be chosen by The Town of Niles;
  - xvi. Combination aluminum and rubber roof;
  - xvii. Vents installed around all vent pipes;
  - xviii. Accessories will be included: metal drip edge, metal valleys, metal eaves and gables;
  - xix. Vented metal ridge cap and proper foam fillers; and
  - xx. Please quote the bar ice dam stops with installation cost.
- b. All equipment required for the Work shall be Bidder's responsibility. Mechanicals shall be the Town's responsibility.
  - c. Bidder shall provide OSHA-certified fall protection and other personal protection equipment.
  - d. Bidder shall provide oversight and remains solely responsible for all elements of the Work.

- e. All removed materials shall become the property of the Bidder and shall be properly removed from the Property.
- f. Bidder shall remove all equipment, machinery, trade, or other fixtures from the Property upon completion of the Work.
- g. Bidder shall be solely responsible for securing any of its equipment, machinery, trade, or other fixtures which will remain on the Property while Bidder is performing the Work.
- h. Bidder shall keep all repair work wetted down to prevent the rising of any dust and dirt.
- i. Bidder shall be responsible for providing all utilities and power necessary to perform the Work.
- j. Bidder shall not close or obstruct streets or store materials on sidewalks, alleys, passageways, or rights-of-way, unless authorized by the Town.
- k. Bidder shall conduct the Work with minimum interference with roads, streets, driveways, alleys, sidewalks, and other means of ingress or egress associated with the Property.
- l. Bidder shall provide, erect, and maintain lights, barriers, and other items as may be required to maintain traffic and safety, or as required by any law or regulation.
- m. Bidder shall protect adjacent property against damage which might occur from Bidder's performance of the Work.
- n. Bidder shall repair or replace any damage to any property, personal or public, caused by Bidder, its agents, employees, or subcontractors.
- o. Bidder shall handle and dispose of any air conditioners, refrigerators, or other items or materials that may contain refrigerants or other harmful chemicals (e.g., PCBs) in accordance with all applicable regulations and/or laws.
- p. Bidder shall leave the Property in clean and neat condition each day while it is performing the Work and upon completion of the Work.

**Exhibit A**

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Bidder Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B**

**IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification herein on a case-by-case basis if:

- (a) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (b) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Bidder Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit C**

**Statement of Surety's Intent**

To: \_\_\_\_\_

We \_\_\_\_\_ ("Company") have reviewed the Bid of \_\_\_\_\_, with an address of \_\_\_\_\_ ("Contractor"), for the repair of the building located at 5923 New Hope Road, Moravia, New York 13118 (Request for Proposals No. 1 of 2022), Bid for which will be received on July 14, 2022 and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to them, it is our intention to become surety on the Performance Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the required bonds.

We are duly authorized to transact business in the State of New York.

Attest: \_\_\_\_\_

\_\_\_\_\_  
[Name of Company]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_